



Irish Hereford Breed Society Ltd.

Notice to Purchasers

Conditions of Sale

These Conditions of Sale apply to all pedigree registered Irish Hereford cattle exposed for sale, by or under the auspices of The Irish Hereford Breed Society Ltd. (the Society), by public auction or private treaty, and form the basis of the contract between the seller and the purchaser.

Title

All animals exposed for sale must be the bona fide property of the seller/s at the time of sale and free of all liens, charges and encumbrances.

Pedigree

The pedigree of each animal is guaranteed to be correct by the seller. The seller is responsible for the accuracy of all information concerning the pedigree description and health of an animal.

Should any dispute arise as to the pedigree of any animal exposed for sale, such dispute shall be referred to the Society or to such sub-committee as the Society may appoint as arbiters or arbitrators and their decision shall be final.

Veterinary

The Society reserves the absolute right to take blood samples, hair samples and/or tissue samples from any animal presented at shows and sales and to have the sample/s independently analysed at a certified laboratory. A sample will also be given to the seller for his/her own use if requested.

The Society may, prior to any sale appoint inspector/s to inspect animals brought forward at the sale in order to ascertain that such animals are fit for inclusion in the sale. The inspector/s so appointed shall be the sole judge/s as to whether or not an animal may be included in the sale and shall have the power to debar from the sale any animal which they consider is not of a fit standard. No seller will have any claim for damages in respect of any animal, which is rejected pursuant to this rule.

Animals affected with any disease of an infectious nature are prohibited from being brought to any sale held under the auspices of the Society, and should any such animal be knowingly or negligently brought, the seller will be held responsible for all damage or loss occasioned thereby. Affected animals which have been treated may be accepted provided they are accompanied by a veterinary certificate, certifying the treatment that has been given and that the condition is no longer contagious.

Sale

All animals are sold as they stand and the purchaser is deemed to have examined each animal and fully satisfied himself about the animal prior to sale.

No liability whatsoever is undertaken by the Society or the auctioneers for the accuracy or otherwise of the statements appearing in a catalogue or made at / during a sale. The seller is responsible for such statements and for any error, omission or mis-statement.

All sales will be in Euro. A commission of 5% of the purchase price is payable by the Purchaser. The commission of 5% is payable by the purchaser on all animals purchased including those purchased privately after being exposed for Auction on the day of sale and within the sale premises. The seller or failing him the purchaser shall notify a private sale to the auctioneers and the Society immediately and the purchase money shall be payable to them in full.

Immediately after the sale of an animal, the purchaser of the animal shall:

- (i) Sign the form of purchase confirmation supplied by the Society.
- (ii) Give his name, address and proof of identity to the Society if so required,

- (iii) Pay the full price (including the 5% commission), and VAT if applicable, to the auctioneer / mart / Society.
- (iv) On the full price (including the 5% commission) being paid, the purchaser shall receive from the auctioneer / mart / Society a written removal order and shall at his / her own expense remove the animal on the day of the sale or within such a period as may be laid down by the auctioneers at the commencement of the sale. No animal shall be removed without a written removal order and the animal so removed shall be recovered summarily without further warrant.

The right of the property of each animal shall not pass to the purchaser until the full purchase price is paid and the conditions outlined above are met by the purchaser.

Warranty

Save as hereinafter provided no warranty whatever is given as to the performance or fertility of any bull.

Bull Fertility Guarantee

The seller shall and does hereby provide the following guarantee as to the fertility with each bull sold.

- (a) No guarantee whatsoever as to fertility is given with any bull under the age of nine months at the date of sale, unless otherwise stated in writing.

- (b) Subject to the Conditions hereinafter set out, the seller guarantees that the bull is capable of putting a cow or heifer in a state of pregnancy by natural service within four months of the date of sale or within four months of attaining the age of fourteen months, whichever is the later. This guarantee shall be deemed to be fulfilled once five females or 50% of the herd whichever is the lesser are in calf to the bull by natural services, subsequent to the sale. A bull shall not be deemed to be incapable of putting a cow or heifer in a state of pregnancy by natural service on a semen test only.

The foregoing guarantee is subject of the following conditions:

- (a) The bull shall be fairly tried with a view to him putting a cow or heifer in a state of pregnancy by natural service within two months of the date of sale or within two months of attaining the age of fourteen months, whichever is the later. For the purposes of this paragraph, a bull shall not be deemed to be "fairly tried" unless three female animals in season have been properly presented to or run with the bull. The purchaser shall give the bull sufficient time and opportunity to satisfy this condition while applying standards of good husbandry and management, subject to clause (b) below, in any event within six months of the sale or the bull having attained fourteen months in age whichever is the later.
- (b) If, upon purchase of the bull, and having regard to the purchaser's normal calving programme, it is found impracticable for the buyer to fairly try the bull with the period stated at paragraph (a) above, the seller must be informed in writing immediately after the sale, of the month in which it is proposed to commence breeding the bull. The seller shall not unreasonably refuse to extend the time period, and shall inform the purchaser within seven days of receipt of the written notice from the purchaser of the seller's decision.
- (c) The purchaser shall give notice in writing by registered / recorded post to the seller of an inability of the bull to put a cow or heifer in a state of pregnancy by natural service or a suspected inability. Such notice shall not be given until the expiration of one month or after the expiration of three months from the date of sale or of the bull attaining fourteen months, or any extension of the commencement of the trial period granted pursuant to paragraph (b) above or whichever is the later.
- (d) On receipt of the notice referred to at paragraph (c) above, the seller shall forward to the purchaser a bull fertility report in the form approved by the Society which shall be completed by a qualified veterinary surgeon declaring that the inability to put a cow or heifer in a state of pregnancy by natural service is not the result of injury, accident, disease or neglect happening after the sale, and that he has examined the cows or heifers on which the bull has been tried, and has found them in a normal breeding condition and that they are not responsible for the bull's inability to put a cow or heifer in a state of pregnancy by natural service.
- (e) The purchaser shall give the bull adequate opportunity of proving himself capable of putting a cow or heifer in a state of pregnancy by natural service within the period of four months mentioned in the guarantee at paragraph (b) above and shall (if required) allow a veterinary surgeon appointed by the seller to examine and try the bull and in addition, shall (if required) allow the seller to remove the bull to the seller's own or other premises in order to try the bull.
- (f) The purchaser, if requested by the seller, shall allow for cows and heifers running with the bull during the tried period to be pregnancy scanned.
- (g) The purchaser also gives the seller the right to take DNA (hair) samples from the possible progeny of the bull in order to determine subsequent to the event whether or not the bull was capable of putting a cow or heifer in a state of pregnancy by natural service.
- (h) If the seller agrees to the return of the bull and refunds the purchase price but subsequently it is proven that the bull was capable of putting a cow or heifer in a state of pregnancy by natural service, the seller has recourse against the purchaser.
- (i) In the event of the seller and the purchaser failing to agree on whether or not the bull is capable of putting a cow or heifer in a state of pregnancy in accordance with the foregoing provisions, or in the event of any other dispute arising between the parties concerning the implementation or interpretation of this agreement, the said dispute shall be and is hereby referred to arbitration by a single arbitrator, to be agreed between the seller and the purchaser (or in default of agreement to be nominated by the President for the time being of the Incorporated Law Society of Ireland), such arbitration to be conducted in accordance with the Arbitration Acts 1954 and 1980. The aforementioned referral to arbitration shall be a condition precedent to the commencement of any other legal action.

In the event of the seller and the purchaser (or in default the Arbitrator) concluding that a bull is incapable of putting a cow or heifer in a state of pregnancy in accordance with the foregoing provisions of this Agreement, then the seller shall:

- (1) be bound to accept the return of the bull and on delivery of it to his premises (unless some other arrangements shall be mutually agreed upon) to refund to the purchaser the whole of the purchase price of the bull together with the expense of the purchaser's veterinary surgeons, the cost of carriage from the purchaser's premises to the seller's premises, the carriage and keep of the bull from the date of notification of the claim, provided however that such expenses and costs shall not exceed an amount equal to ten percent of the sale price of the bull.
- (2) Pay the costs of the arbitration and the arbitrator in accordance with any direction given by the arbitrator in this regard. Save as aforesaid the seller shall not be under any liability whatever to the purchaser in respect of loss sustained by the purchaser however this loss arises and whether it be consequential or otherwise.
- (j) Where it is determined by agreement, arbitration or otherwise that a bull is incapable of putting a cow or heifer in a state of pregnancy by natural service, the seller must re-take possession of the bull and refund the purchaser the sale price of the bull together with agreed expenses up to an amount not to exceed ten per cent of the sale price of the bull. The seller shall not be under any liability whatsoever to the purchaser in respect of any other loss sustained by the purchaser however this loss arises whether it be consequential or otherwise.

Female Fertility Guarantee

Any cow or heifer realising €1,000, or more that is stated by the seller as having been served or artificially inseminated not less than 12 weeks before the date of the sale shall be guaranteed in calf to the service dated or date of artificial insemination and to the bull stated, unless any alteration to the service particulars is announced from the rostrum or by the seller at the time the animal is sold. The term "running with the Bull" implies no guarantee of pregnancy unless specifically stated by the seller at the time of sale, neither shall the provision by the seller of a certificate of positive pregnancy diagnosis imply any such guarantee this being merely an expression of opinion.

Every heifer sold as unserved shall be so guaranteed and all such heifers (unless sold suckling their dams) shall carry a guarantee that they are capable of breeding. Calves sold suckling their dams are given to the purchaser free and no guarantees apply unless specifically stated by the seller at the time of the sale.

No claim under these rules will be effective unless made to the auctioneers or to the seller within the following time limits, as applicable, viz.

- (a) In the case of a cow or heifer sold as being in calf which proved NOT to be in calf, within 49 days of the date of sale.
- (b) In the case of a cow or heifer which, although in calf, does not calve to the stated service or insemination date, within TWO CALENDAR MONTHS of the date that the animal should have calved according to the particulars of service or insemination stated in the catalogue of sale, in all such cases, no claim will be admissible unless there is an interval of more than four weeks between the presumed due date (according to the stated particulars of service or insemination) and the actual calving date.
- (c) Where a cow or heifer calves at a later date than the due date the onus of proving the identity of the service bull shall be upon the seller.
- (d) Where a heifer is sold as unserved and which subsequently proves to have been in calf at the time, within SIX CALENDAR MONTHS of the date of sale.
- (e) In the case of a maiden heifer which proves incapable of breeding because of malformation or abnormality of the genital system, not before the animal attains the age of TWENTY SEVEN MONTHS and no claim under this rule be admissible after the animal has attained the age of THIRTY SIX MONTHS.

NOTE: Any female, (cow or heifer), that has been flushed for embryo transplant will be EXCLUDED from the terms of this guarantee but individual sellers of such animals shall have the option of giving their personal guarantee to be announced at the time of sale. No claims will be admitted under these rules where it can be proved that a cow or heifer is carrying a mummified calf, or has aborted or re-absorbed a foetus and no guarantee is given or implied that any cow or heifer will carry a calf full term. All claims must be submitted to the seller and the secretary of the Society and shall be resolved in accordance with the provisions of clauses (i) and (j) under the Bull Fertility Guarantee section of this agreement.

General

In the event of sale by auction and there arising conflict between these conditions and the General Conditions of the auction, these conditions shall prevail.

Neither the Society, the auctioneers or the mart shall be responsible for any injury, damage, or loss sustained by any person or animal on the premises of the auctioneers or the mart whether as a result of the negligence of the auctioneers, the mart or the Society or of their respective servants, or agents or otherwise, nor for any damages by animals prior to, during or after the sale.

Any dispute as to any matter for the settlement of which no provision is made in these Rules shall be referred to an Arbiter or Arbiters to be appointed, failing agreement between or amongst the parties, by the auctioneers or by the Society. The decision of the Arbiters so appointed shall be final and binding on all parties to the dispute. Any Arbitration under this Clause shall be subject to the provision of the Arbitration Act for the time being in force in the Republic of Ireland and shall be deemed to be a reference to arbitration thereunder.

The auctioneers act as agents for the Sellers and any action taken by a purchaser must be against the Seller and not against the auctioneers, the mart or the Society. No responsibility whatever rests with the Society, the mart or the auctioneers in regard to the qualifications of the animals sold by auction or being sold privately and all purchases must be made on this distinct understanding.

The Irish Hereford Breed Society Ltd. **Notice to Purchasers**

CONDITIONS OF SALE AT AUCTION OF PEDIGREE CATTLE

Every seller, bidder, purchaser and the general public on the auctioneer's premises shall be deemed to have full knowledge of these Conditions and agree to be bound by them. In the event of a sale by auction and there arising conflict between these conditions and the General Conditions of the sale of the Society, the General Conditions will prevail.

The highest bidder shall be declared the purchaser. In the event of any dispute the auctioneer shall have absolute discretion either to settle the dispute or re-offer the animal immediately.

No person shall advance at any bidding less than a sum to be named by the auctioneer and no bidding shall be retracted.

No seller or seller's representative shall bid for seller's own livestock.

The auctioneers and / or the Society reserve the right to refuse any bid without giving a reason for doing so.

The auctioneers and / or Society may withdraw any animal for which the bidding is considered insufficient.

The auctioneers / Society reserve the right to fix a reserve price, or to rearrange, consolidate or withdraw any lots to vary the order of sale.

Each animal at the sale must be offered for sale by auction before any private sale shall be permitted or recognised by the auctioneer and /or the Society. The usual commission will be charge in respect of every animal offered for auction and not sold in the ring and subsequently sold by the owner or his agent. The seller or (failing him) the purchaser shall notify a private sale to the auctioneers and the Society immediately and the purchase money shall be payable to them in full.

Each lot shall be at the sellers risk from the time it enters the auctioneer's premises until sold.

Purchasers have one hour from the fall of the hammer to make complaints / objections, which must be in writing to the Auctioneer's office at the sale premises. **OR**

Each animal shall be at the purchaser's absolute risk from the fall of the hammer, and shall be removed from the sales premises at the purchaser's expense.

Each lot shall be at the purchasers risk from the time of purchase. Purchasers must give their names and addresses when required and pay for all animals in full immediately (or if paying by cheque must be in a position to produce a letter of credit from their bankers).

No animal shall be removed from the premises until paid for in full and a pass-out slip obtained from the Auctioneer.

The right of property of each animal shall not pass to the Purchaser until the full purchase price is paid and the contract of sale is signed by the purchaser.

The auctioneer / Society act in all respects only as agents for the seller and it shall be deemed that no condition or warranty expressed or implied has in any circumstances been given by the auctioneers or any servant of the auctioneers, whether as title, description, the quality or merchantability of any lot sold or otherwise.

The auctioneers and the Society accepts no responsibility for any error in description or weight of any lot exhibited in the ring or pens, or advertised in a catalogue, and shall be under no liability whatsoever, whether direct or consequential, to sellers, bidders, purchasers for same howsoever arising.

Purchasers not complying with any or all of these Conditions for Sale will be subject, without further notice, to have their lot or lots re-sold either by public auction or private contract at the discretion of the auctioneers / Society and the defaulter shall be held liable for any loss and charges that may accrue upon such re-sale after taking into account the deposit, if any, paid.

The auctioneers act as agents for the sellers and any action taken by the purchaser must be against the Seller and not against the auctioneers, the mart or the Society and vice versa. No responsibility whatever rests with the Society, the mart or the auctioneers in regard to the qualifications of the animals sold by auction and all purchases must be made on this distinct understanding.